

Juba to Nimule Road - Package 1 - (Contract No. 33-000)
Southern Sudan

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- Violence from undisciplined / uncontrollable security forces
- Intra-tribal violence

Ultimately, it is difficult to conclusively attribute attacks to specific sources and the best description of the threat is 'banditry'. Unprotected individuals, work sites, construction camps and vehicle convoys will be considered soft targets to all bandit groups. The number of disparate armed groups active in the South, many believed to be sponsored by other governments, makes the threat of attack on soft targets potentially high.

The Juba to Nimule road has been one of the most dangerous stretches in the country, with areas bordering the route susceptible to tribal clashes between the Diding, the Dinka and the Taposa.

The main risk on the Juba to Nimule road is from small arms fire attack, particularly in the Uganda / South Sudan border area from Nimule to Moli. Despite the presence of a number of military garrisons in the area, armed gangs carry out ambushes on the road. They have focused their attacks on soft targets such as un-protected vehicles. The same elements have also carried out raids on local villages, primarily to steal provisions. Some criminal gangs are believed to be hiding in the Imatong hills approximately 30-40 miles to the east of the road, with a known stronghold around Upper Talanga.

1903 SCOPE OF SERVICES

The Contractor will award a Subcontract for security services and will be responsible for their own safety and security.

The Employer anticipates the following tasking under the protection of the Contractor's Security Subcontractor and should therefore cover the following:

- **Project Management** - The Contractor's Security Subcontractor shall provide security management services to advise and consult with their personnel and the Contractor's Security Manager regarding planning, design and coordination of security information, movement, and site and equipment security.
- **Mobile Armed Protection** - The Contractor's Security Subcontractor shall provide security and protection services for all Contractor's staff and convoy movements between the camps, work locations and other locations as required.
- **Construction Site Camp Security** - The Contractor's Security Subcontractor shall protect the construction camps where Contractor's employees, subcontractors and their equipment are present.
- **Road / Equipment Security** - The Contractor's Security Subcontractor shall adequately secure the work site locations to provide security for Contractor's equipment and personnel. The Contractor's Security Subcontractor shall provide night security for all equipment left in the

The Contractor's Security Subcontractor shall provide the following services and coordination for set up of the Project Management and Operations Center:

- Full support for its Project Manager, Operations Personnel, Liaison Officer and the Operations Center (OC)
- Management and supervision of security personnel to ensure that sufficient staff is on site at all times.
- Provision of only qualified employees in all respects who shall perform satisfactorily

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the duties and responsibilities in accordance with their positions.

- Compliance with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters.
- Coordination of all activities, services and procedures with the Contractor's Security Manager /Project Manager.

1903.1 Security Management Personnel and Operations Center Requirements

1) Construction Camp Security Management Team and Operations Center

The Contractor's Security Subcontractor shall establish a single common management structure for this Contract to manage all security operations. The Contractor's Security Subcontractor will establish the Management Team ("Key Staff") and an Operations Center on the Camp Compound. The mission is to provide security to construction sites, work sites, personnel, equipment and convoy movement. This will be coordinated through an Operations Center and includes the close liaison with the SPLA at local and national level. The required management positions and their functions for this project are outlined below. The base work week will be 7 days a week.

The Operations Center will be manned daily, by two 12 hour shifts. Information reports and situation boards will be updated 24 hours per day and 7 days per week (24/7) in order for management and team leaders to have access to the information they need for planning and decision-making regarding routes, start times, and composition and organization of security forces. By maintaining continuous communications with deployed elements, the Operations Center should be able to assess critical situations and provide assistance, coordinate quick reaction reinforcements, and order medical evacuation. The Operations Center will also assist the Contractor in the 24/7 protection of the construction compound and all equipment and work sites within the area of operations.

a) One (1) Project Manager

The Project Manager will be a TCN, fluent in written and spoken English, with a minimum of 15 years experience serving in the armed forces or any law enforcement organization. The Project Manager must have held the position of department head, had 3 years experience in the commercial security industry at project management level, ideally in East Africa, and have a minimum of 9 months experience in South Sudan conducting similar duties.

The Project Manager will be responsible for the following:

- Security planning and design, including a threat and risk assessment of contractor camps and work sites
- Responsible for planning, supervising and controlling the Mobile Armed Protection Teams (MAPT).
- Provision of information and Information
- Security tasking and coordination
- Drafting, exercising and implementing contingency / emergency plans
- Updating SOPs and orders
- Drafting of security survey reports
- Routine reporting

- b) One (1) Project Medic**

- Advanced Trauma Course
- Advanced Life Support
- Emergency Medical Technician (Paramedic)

- Preventative Care Medical and health plans (routine, emergency and evacuation), first aid training for the Contractor and the Subcontractors (as required), refresher and continuation training for security personnel, recommendations on minimum standards of health, vaccinations and medical prophylaxis, hygiene and sanitation at construction camps and work sites.

- Primary Care: On site medical care, treatment of minor ailments and physical injuries
- Emergency Care: Initial treatment and stabilization of serious casualties requiring evacuation.
- Evacuation: Evacuation of seriously ill personnel by the quickest and most effective means to a Level III medical facility.

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c) One (1) Project Communication Specialist

The Project Communication Specialist will be a TCN (ideally Kenyan or Ugandan), fluent in written and spoken English. He should be an experienced communications operator (familiar with HF, VHF, computers and SATCOM systems), and should have at least 6 months experience conducting similar work in South Sudan. The Communications Specialist will fix all communication equipments and monitor the Operations Center on a day basis.

The Project Communications Specialist will be responsible for:

- Monitoring all communications.
- Will be on stand-by 24/7 to fix any problems that might occur.
- Monitor the Dispatchers and make sure they are capable of initiating all contingency and emergency plans in the event of an incident, and be capable of dealing with routine issues and requirements.

d) An Operations Center (OC).

The Operations Center will be the central command and coordination center for all site security operations during the construction works.

- The OC shall consist of the following Staffing:
 - i) Communications Specialist/ Supervisor - TCN
 - ii) Radio Operators - LN
- The OC will establish and maintain a visual display of pertinent information including but not limited to such items as area of operation maps, project maps, threat overlays, friendly overlays and route overlays. The Contractor's Security Subcontractor will be required to furnish information briefings to the Contractor on a routine and/or special basis subject to prior coordination and/or pre-approved access roster.
- The Project Dispatchers will be fluent in written and spoken English. They should be a former military or law enforcement, be an experienced communications operator (familiar with HF, VHF and SATCOM systems).
- The OC will establish and maintain the Contractor personnel tracking information system, for accountability purposes in the event of emergency / contingency planning or catastrophic incidents.
- Through the OC, the Contractor will track the working parties and be in communication with the security detail at each location.
- The OC will establish and maintain communications with local and dispatched elements 24/7.
- The OC will provide centralized coordination and liaison as-necessary, with SPLA, UN, law enforcement and other cooperating officials in their areas of operation.
- The OC will prepare and maintain the SOPs such as the evacuation plan, Medivac plan, and physical security plan and all other required documentation as directed by the Contractor.
- The OC will establish and maintain personnel files and training management records for all Expatriate, Local and TCN security staff.
- Threat level reports will be issued by the OC on a weekly basis and updated if the threat level changes significantly.

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 1903.2 Mobile Armed Protection Teams (MAPT)

The Contractor's Security Subcontractor shall provide Mobile Armed Protection Teams to secure Contractor's personnel and/or equipment in transit (convoy security). Applying the definitions and parameters of the rating scale for criminal activities the following will be used to clarify the three rating system. The first rating will be low threat - this is where crime is not considered a factor or where only low criminal activities occur. The second rating will be medium threat - this is when moderate occurrences of crime are apparent in most urban and or rural areas. The third rating is high threat - this is when high occurrences of crime are apparent in most urban and or rural areas presenting a serious risk to foreign nationals and interest.

MAPTs should be configured to meet low and medium threats and only in extreme situation should movements be considered in high threats. The following configurations apply:

- Low Threat: Single vehicle armed Protection Teams where the security environment dictates.
- Medium Threat: Two vehicles armed Protection Teams on major cleared routes.
- High Threat: NO MOVE

Contractor's Security Subcontractor shall provide one or more mobile armed protection teams (MAPT) as required to ensure the protection and defensive response against any hostile/action activity towards the Contractor staff, Subcontractor's staff, and/or guest personnel while traveling to and from work sites and other designated areas.

There will be a minimum of three (4) armed guards in a vehicle during a convoy movement.

All personnel will have military or commercial force protection operational experience.

Security provider will recruit, select, screen, vet and train the required local nationals.

Each team member of the MAPT team will be armed in accordance with the mission, security situation, threat and task to be performed.

The MAPT team leader is responsible for the advance planning of routes.

All MAPT team members shall be proficient in weapons handling and maintenance and will conduct themselves in a disciplined and professional manner.

1903.3 Convoy Operations and Procedures

Conduct of convoy operations is divided into two broad components:

- (i) Planning and monitoring the convoy, and
- (ii) Conducting the movement

The Project Manager is responsible for the planning of convoy operations/movements, and they are to be managed by the OC with MAPT assigned to each convoy movement. The MAPT will conduct the movement and provide threat briefings and movement schedule to vehicle occupants. This will be verbal. Actual movements will be documented and maintained on file in the OC. The OC will have the ability to obtain, track, store and disseminate information amongst Security/Contractor/Employer's personnel in a timely manner. Connectivity is vital, and robust communications architecture is essential. The OC will be equipped with a full suite of communications equipment enabling personnel to communicate effectively. Contractor's Security Subcontractor should employ satellite telephones, such as the Thuraya, land line telephones, and local South Sudan mobile phones.

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V-Sat/BGAN terminals should provide high speed Internet access to enhance essential connectivity between the OC and the convoy security personnel at static locations, as well as Contractor's personnel on work site. The OC must not only have the ability for primary and back-up voice communications to Contractor's deployed elements anywhere in the work site, but also should have the ability to send data between the OC and convoy team leaders.

The Full composition for a MAPT should consist of:

- a) Team Leader (Local National - LN), fluent in English, Arabic and Dinka, with a minimum of 10 years military experience as an officer, a minimum of 1 years experience as an Armed Team Leader in South Sudan and have successfully completed an appropriate 'Close Protection' training course conducted by qualified, expatriate instructors.
- b) Armed Guard/First Aider x 2 (LNs); with a minimum of 8 years experience conducting similar work as in Fixed Site Security, but all armed guards conducting mobile protection duties must have successfully completed a relevant training course conducted by appropriately qualified, expatriate instructors. In addition he must be able to issue first aid for on site medical care, treatment of minor ailments and physical injuries. He must be able to issue initial treatment and stabilization of casualties.
- c) Driver / Operator (LNs) with a minimum of 5 years experience conducting similar work in East Africa, former military NCO, fluent in spoken English, and completed a security and advanced 4x4 driving course prior to deployment, conducted by appropriately qualified, expatriate instructors. Drivers of the lead vehicle or principal vehicle will be TCNs. Drivers of all other vehicles will be LNs.

Note: All Team Leaders and Deputy Team Leaders must have significant experience as 4x4 drivers in remote environments.

1903.4 Security for the Construction Camps

The Contractor's Security Subcontractor shall provide fixed site security for operations at the Contractor's construction camps and work sites that will consist of the following:

The Contractor's Security Subcontractor shall provide physical security for 24/7 operations at the Contractor's camps and work facilities. Provide physical security that will consist of the following:

- Manager who will be responsible for managing security operations at the camp site.
- Shift Supervisors that will be responsible for each shift.
- Senior Guards that will be responsible for a specific post.
- Guards for manning of access control points and other static positions around camp location. Also, for patrolling around the camp perimeter.

Standards of performance will follow Standard Operating Procedures (SOP) submitted to the Contractor for approval. The SOP will govern:

- Uniform requirements and ID badging.
- Sign in/sign out procedures and personnel and vehicular access control.
- Threat recognition.
- Emergency action procedures.
- Patrolling
- Compound maintenance

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- Static and mobile security details
- Development of company policy on Rules of Engagement in accordance with international and local laws.
- Purpose and use of Guard Shelters at Entry Control Points (ECPs). Guard shelters shall be placed at all ECPs.

The following Site Security procedures will apply:

- The Site Security Project Manager is responsible for providing training, management and administrative activities.
- ECPs will be manned by minimum of three local nationals working twelve (12) hour shifts per day.
- Roving patrols will be responsible for the rotation and relieving of personnel for breaks. All security personnel shall be licensed in accordance with country laws, rules and regulations. They will be required to conduct themselves in a disciplined and professional manner.
- All local nationals must meet language and training standards. LN security personnel will be subject to pre-training qualifiers before deployment and continuous training exercises during the conduct of the project. All LN must be conversant in English to maintain effective communications with the Site Security Manager, Operations Center, and Shift Supervisors. Supervisors should ensure direct orders are followed by the local guard force.

Incident reports - including the date, time, location and type of incident;

Patrol summary - verification of supervisor rounds by checkpoint, time and date;

Security Shift Supervisor

Security Shift Supervisors should have minimum 8 years of experience as officers in the SPLA with the rank of Major or above. They must be fluent in written and spoken English, and spoken Arabic and Dinka.

The Security Shift Supervisors will be responsible for:

- Management and supervision of guards assigned to a specific shift, including conducting post inspections and incident response drills, preparation of operations reports, resolving personnel issues, conducting training / recertification as required, documenting employee performance and recommending appropriate discipline.
- Coordination of all administrative requirements for personnel assigned to the shift (accommodation, subsistence, transportation, medical)

[REDACTED] Security Manager

Armed Senior Guards and Guards (Local Nationals) should have minimum 5 years of experience as Non-Commissioned Officers (NCO) in the SPLA. They must be fluent in spoken English, Arabic and Dinka and have completed a screening, recruitment and training program, prior to deployment, conducted by appropriately qualified expatriate instructors. Ideally they will be recruited from the area where the construction project is taking place.

The Armed Senior Guards and Guards will be responsible for:

- Manning static guard positions, entry / exit control points, vehicle check points
- Conducting perimeter and clearance patrols, security checks and basic searches

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- Acting as a quick reaction force (QRF) in response to incidents or heightened threat

Table of Organization - Camp Site

1	SSM	Site Security Manager (Overall Responsible)
2	SS	Shift Supervisor
3	SG	Senior Guard
4	G	Guard

1903.5 Security Subcontractor Support - Vehicles and Equipment

The Contractor's Security Subcontractor shall provide drivers and vehicles to move their Staff, transport equipment, etc. and Mobile Armed Protection Team (MAPT) vehicles that will escort the vehicles of the Contractor to and from the camp site and construction sites.

The Contractor's Security Subcontractor shall provide all Personnel and Team Equipment required including, but not limited to, the following:

a) Personnel Equipment

	Element	Equipment Required
1	Weapons and Ammunition*	AK-47
2	Uniforms	Boots, Trousers, T-Shirt, Shirt, Jacket, hat
3	Equipment Carriage	Chest Rig / belt kit
4	Communications	Motorola VHF Radio
5	Water	Camelback water carrying system
6	Medical	Personal Medical Kit
7	Miscellaneous	Whistle, Torch, notebook, pencil, identification card, safety glasses, plastic-cuffs, 'Leatherman' / utility tool
8	Specialist (Senior Personnel)	GPS, Binoculars, Thuraya telephone, Camera

* The Contractor's Security Subcontractor shall obtain and manage all licenses to carry weapons and to operate communication system in South Sudan.

b) Search Equipment

- Search Mirrors
- Torches
- Metal Detectors

c) Technical Equipment

- Security Lighting
- Alarm systems

d) Vehicle Support

- Spare wheel x 1
- Two man shelters and sleeping bags
- High jack lift x 1

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- #### e) Communications Equipment

- VSAT at the construction sites
- HF Base to communicate with construction camp Operations Center
- VHF Base to communicate with all MAPTs and Static guards
- All vehicles should be fitted with HF radio systems for MAPTs - (Codan NGT SRx)
- Thuraya Telephones for management staff and MAPTs
- Motorola VHF Radios for guards (static and mobile)

1903.6 Other Responsibilities

a). The Use of Deadly Force

Activities Specifically Prohibited: The following activities are specifically prohibited for armed guards while armed:

- Careless or unnecessary display of a firearm in public;
- Dry-firing or practicing quick draws other than during training or qualification practice;
- Threatening a person, or making an unwarranted allusion to being armed, in any situation not directly related to an official purpose;
- Consumption of any alcoholic beverage while armed, or 8 hours prior to being armed, or at any time prior to being armed sufficient to impair the armed guard's judgment or ability to perform his or her duties;

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- Use of medications or drugs that may impair judgment or ability while on duty; and
- No armed guard shall carry a firearm unless:

The armed guard has qualified with assigned weapon(s) in accordance with Security Subcontract terms and conditions; The armed guard has been authorized by any require authority under the provisions of the resulting Security Subcontract and any applicable host country authority to carry and use firearms in the performance of their duties with respect to maintaining the security and safety of persons designated in the Security Subcontract.

This clause will be used in conjunction with any applicable firearm policy or security policy incorporated herein. If any provision of this policy conflicts with the policies, said policy is controlling.

b) Assessments

The Subcontractor will upon request of the Contractor, prepare detailed security assessments of static locations, routes, and other venues as necessary, to include photographs. Contractor's Security Subcontractor will conduct a detailed assessment following the occurrence of any activity for which a Serious Incident Report is submitted to determine the facts and will submit said detailed report to the Contractor.

c) Additional or Emergency Services

Additional or emergency services are services within the scope of this contract but not specified.

1903.7 Other General Requirements

- (a) Information Gathering: The Contractor will rely on the Security Subcontractor for Information gathering as part of the Security Subcontract. Analysis of the Information is also part of the Contractor's Security Subcontractor's Scope of Work. The Contractor does not, and will not, Subcontract separately for Information and analysis. Offerors shall address how this requirement will be met.
- (b) Local Culture: All Security Subcontractor's employees must have sufficient knowledge of the local culture. Holidays will follow Contractor designated dates, which will be provided later. Offerors must take into consideration this holiday schedule when determining daily rates for each position. In other words, full and complete security services will be provided during holidays.
- (c) Language: Contractor's employees must be able to converse in English with English speaking employees and visitors and must be able to read and understand printed instructions, maps, or orders in English.
- (d) Health: All Security Subcontractor's employees working under this Security Subcontract must be in good general health, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty. All employees shall be free from communicable disease. Please refer to the Centers for Disease Control web site (www.cdc.gov) for recommendations regarding immunizations. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation. The Contractor's Security Subcontractor shall have evidence of physical fitness by a certification from a licensed physician, based on a physical examination conducted prior to the employee's assignment to duty and annually thereafter. The Subcontractor shall have this certification in the administrative

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file.

- (e) Hours of Duty: No employee of the Contractor's Security Subcontractor shall work a tour of duty of more than 12 continuous hours without the approval of the Contractor. Each Security Subcontractor guard shall have a maximum of 12 hours off duty between tours on this contract, except in emergency situations. The Contractor's Security Subcontractor shall obtain the prior written approval of the Contractor if any employee of the Security Subcontractor performing under this contract intends to work for another firm or organization in addition to the Security Subcontractor. The Contractor's Security Subcontractor shall obtain the prior written approval of the Contractor before assigning any guard performing under this contract to work with another client of the Contractor's Security Subcontractor.
- (f) The Contractor reserves the right to increase or decrease the number of hours required for the services contracted hereunder.
- (g) Basic Training: Before assigning an employee, the Contractor's Security Subcontractor shall have the employee satisfactorily complete a program of basic training. This shall include training of the local guard force. All costs of basic training, including labor, are the responsibility of the Contractor's Security Subcontractor. Offerors must describe their training plan and number of hours required for each topic covered.
 - Vehicle Driver Training: Ensure that drivers assigned to drive vehicles have attended a counter terrorism driving course that includes but is not limited to: Terrorist operations, surveillance detection/countermeasures, car-jacking, route analysis, emergency driving, driving at night, street line driving, barricade breaching/backing drills, evasive maneuvers, attack recognition, improvised explosive devices and vehicle search procedures.
 - Local Guard Certification: Ensure comprehensive certification of local guards.
 - Basic Guard Duties: General description of guard actions for protection of sites and equipment. Denial of access to unauthorized persons, preparation and maintenance of guard force records, logs, and reports.
 - Guard Force Communications: Procedures to be used in case of incident; notification of others; use of radio equipment.
 - Maintenance of Logs and Preparation of Incident Reports: Procedures for preparing daily logs of incident reports.
 - Armed Defense and Restraint of Disorderly Persons: Procedures for defending against physical attack; procedures for restraining others; guidance on the use of force.
 - Use of Personal Equipment: Procedures for the use of the baton, handcuffs, and Mace, as applicable.
 - Access Control Equipment Use and Procedures: Use of electronic body and package search equipment; body search manually; vehicle search and building search for suspected bombs; visitor control systems, including badge issuance and control. (Training shall include general coverage of this subject for all guard personnel, with special hands-on training for those with access control duties.)
 - Observation Techniques: Use of observation techniques for static guards, mobile patrol units, and foot patrols to identify, report and record suspicious acts and

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persons, with special emphasis on surveillance detection techniques for all guards.

- Dealing with the Contractor Personnel and the General Public: Procedures to be used when conversing with employees and the general public; actions to be taken when confronted by hostile individuals and mentally disturbed persons.
- Weapons Training: All personnel authorized to carry firearms will complete an initial weapons training program to include live fire training and qualification. Refresher training will be provided on a three month interval.
- It is the Offerors sole responsibility and expense of getting their staff into and out of Southern Sudan in a timely manner. The Contractor staff will not be able to provide any logistics support in this regard. In addition, the Contractor is not financially responsible for any delays beyond its control.

1903.8 Standards of Conduct

- a) General: The Contractor's Security Subcontractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity. The Contractor's Security Subcontractor shall take any necessary disciplinary action for its employees. Each Security Subcontractor's employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the Contractor. Guards must at all times use politeness and courtesy when dealing with visitors to the Contractor's offices and residences.

The Contractor's Security Subcontractor shall notify the Contractor of proposed disciplinary actions 24 hours in advance.

In addition, the Contractor reserves the right to direct the Security Subcontractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor's Security Subcontractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Contractor.

- b) Appearance: The Contractor requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. All guards shall wear appropriate clothing while on duty. The Contractor's Security Subcontractor shall ensure that guard personnel at all times present a neat appearance, paying particular attention to their personal hygiene, bearing, and equipment.
- c) Uniforms and Personal Equipment: The Security Subcontractor's employees shall wear clean and neat clothing as appropriate when on duty. The Contractor's Security Subcontractor shall provide for each guard and supervisor all personal equipment. The Contractor's Security Subcontractor shall bear the cost of purchasing, cleaning, pressing, and repair clothing and equipment. The Contractor's Security Subcontractor shall ensure that employees do not use, wear, or display any inappropriate items on their clothing or equipment while they are in an off-duty status.
- d) Neglect of duties is considered unacceptable performance under this Subcontract. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.
- e) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting, is considered unacceptable performance under this

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Subcontract. Participation in disruptive activities that interfere with normal and efficient Contractor operations is also considered unacceptable performance.

- f) Intoxicants: The Contractor's Security Subcontractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances producing similar effects.
- g) Consumption of Alcohol: Security Subcontractor's employees shall not drink alcoholic beverages while on duty or twelve hours before a period of duty. The Contractor's Security Subcontractor shall not post any guard who has consumed alcohol during this period.
- h) Relief by an Intoxicated Person: If a Security Subcontractor's guard has reason to believe that his or her relief is intoxicated, the guard shall not allow the relief to proceed. The guard shall immediately ask a supervisor for guidance.
- i) Narcotics: Contractor's Security Subcontractor shall not allow its employees to use narcotics or other controlled substances without a prescription from a licensed physician.
- j) Use of Prescription Drugs: Any Security Subcontractor's employee using prescription drugs shall report this condition to a supervisor before assuming guard duty.
- k) Criminal Actions: Security Subcontractor's employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following:
 - Falsification or unlawful concealment;
 - Removal, mutilation, or destruction of any official documents or records;
 - Concealment of material facts by willful omission from official documents or records;
 - Unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - Unethical or improper use of official authority or credentials;
 - Security violations;
 - Organizing or participating in illegal gambling in any form; and
 - Misuse of weapons.
- l) Key Control: The Contractor's Security Subcontractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, and similar controls for the purposes of this Subcontract. The Security Subcontractor shall not duplicate keys without the Contractor's approval. If the Contractor's Security Subcontractor has duplicated a key without permission, Security Subcontractor shall identify the individual(s) responsible from work under this Subcontract. If the Contractor has lost any keys used under this contract, the Security Subcontractor shall immediately notify the Contractor. For lost or improperly duplicated keys, Contractor shall deduct from the Subcontractor's next invoice the cost of re-keying any compromised system.

1903.9 Individual Guard Licenses and Bonds

The Contractor's Security Subcontractor shall provide and pay for any official bonds and/or licenses required for the performance of this Subcontract.

1903.10 Employee Salary Benefits

The Contractor shall have no responsibility or liability for payment of any wages or benefits

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to Security Subcontractor's employees, including those associated with severance pay as defined by local law. The Contractor, its agents, and employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, severance pay, sick or health benefits, childcare or any other benefit, the Contractor's Security Subcontractor is responsible for these payments. The rates/prices negotiated under the security subcontract include all such costs.

1903.11 Personal Injury, Property Loss or Damage (Liability)

The Contractor's Security Subcontractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

- Negligence of the Subcontractor's personnel in the performance of this contract, or
- Any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Subcontractor's personnel.

The Subcontractor's assumption of absolute liability is independent of any insurance policies.

1903.12 Insurance

The Contractor's Security Subcontractor, at its own expense, shall provide and maintain during the entire period of performance of this subcontract, whatever insurance is legally necessary, including worker's compensation benefits as required by the laws of Southern Sudan.

1903.13 Permits

The Contractor's Security Subcontractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this Security Subcontract at no additional cost to the Contractor. The Contractor's Security Subcontractor shall obtain these permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed by date planned for commencement of subcontract performance may result in subcontract termination. The Contractor's Security Subcontractor shall be responsible for application, justification, fees, and certifications for any licenses required by the host government. The Contractor's Security Subcontractor must be locally registered and have authorization to provide armed security services.

1904 ACCOMMODATION, FOOD AND VEHICLES

- a) [REDACTED] responsible for providing
- b) sufficient vehicles, including maintenance, insurance, registration, in order to effectively move personnel and equipment throughout the site.

1905 MEASUREMENT AND PAYMENT

Providing Security Services in accordance with provisions of this specification section shall not be measured for payment but paid as a lump sum and shall be inclusive of all cost associated with and necessary for compliance with this specification section shall be included in the Lump Sum price.

Payment for Security Services shall be in accordance with the following:

- 90% (ninety percent) will be paid in Eighteen (18) equal installments during the period of performance of the Contract, with the first installment every month.

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* 10% (ten percent) will be paid after the issuance of Taking Over Certificate by the Engineer.

SERIES 2100 - CLEARING AND GRUBBING.

2102 DESCRIPTION OF WORK

Remove paragraph (a) and (b) and replace with " Clearing Grubbing shall be carried out in accordance with the depths as shown on the drawings.

SERIES 2200 - DEMOLITION, REMOVAL, DISPOSAL OR STORAGE OF EXISTING STRUCTURES AND INSTALLATIONS.

2203B DISPOSAL OR STORAGE OF MATERIALS

Add the following at the end of paragraph (b):

The contractor shall make provision for the removal and disposal of any non permanent, non civil work obstructions such as war debris, trucks and any other miscellaneous items within the road corridor, encountered during the construction contract. This does not relate or refer to items such as demining or UXOs, or weapons caches. Some larger items such as tanks may require liaison with the authorities prior to removal.

SERIES 3000 - DRAINAGE.

DIVISION 3110 DRAINS

3110 MEASUREMENT AND PAYMENT.

Under item 31.01 excavation for open drains, remove paragraph (a) and (b) and replace with the following items:

- a) Excavation of open drains in common excavation soft material regardless of depth.....cubic metres (m3).
- b) Excavation of open drains in hard rock material regardless of depthcubic metres (m3).

DIVISION 3200 CULVERTS AND APPURTENANT STRUCTURES.

3203. TYPE OF CULVERTS.

Remove (a) and (b) under clause 3203, "types of culverts", and also under clause 3217 "measurement and payment" add All types of culverts measurements and Payments in accordance with BOQ description item 3200.

DIVISION 3400. PITCHING STONEMWORK AND EROSION PROTECTION

3403. GROUTED STONE PITCHING.

Add under last paragraph of "Grouted Stone Pitching". All pitching detail as shown on the drawing.

SERIES 4000 - EARTHWORKS

Juba-Nimule Road - Package 1: (km 0+000 to km 55+000)
Southern Sudan

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DIVISION 4100 PREPARATION OF ROAD BED AND PROTECTION OF EARTHWORKS

4103 TREATMENT OF THE EXISTING GROUND AND OF THE ROAD BED MATERIALS IN CUT

Under paragraph (c), delete "water and compacted to a percentage of AASHTO T 180" from the third line of first paragraph, and replace with "water and compacted to a 95% percentage of AASHTO T 180". Maximum compacted thickness of layers shall be 200mm. Within the top 600mm of final formation level, any imported fill material shall have a minimum soaked CBR value of 5%. The final 125mm layer of material at finished formation level (capping layer) when tested at 4 days after soaking, at 95% of AASHTO T180, shall obtain a soaked CBR Value of 15%.

To achieve the target CBR values, this may require the use of cement/lime stabilization techniques. See division 4600 : Stabilization.

Add the following at the end of paragraph (c):

"For rock excavation, sub-base will be utilized as a regulating layer to fill undulations and voids up to the sub-base top level. Payment on this operation shall be considered fully compensated in the Rock Excavation unit rate."

DIVISION 4200 ROADWAY AND BORROW EXCAVATION -

4204 CLASSES OF EXCAVATION

Delete paragraph (b) intermediate excavation, in its entirety. In paragraph (c) enter full stop after ripper, and remove "with properties equivalent to those described in (ii) above".

4207 CONSTRUCTION REQUIREMENTS FOR THE EXCAVATION OF CUTTINGS

Under paragraph (e), add the following at the end:

"Free haul shall be up to 1.5 km from the disposal area Paragraph (e) or storage areas, for reuse materials, a free haul distance of 10km."

4208 MEASUREMENT AND PAYMENT

Delete Item 42.01 title "Cut and Borrow to Fill including free-haul up to 1.5 km:" and replace with "Cut and Borrow to Fill including free-haul up to 10 km:"

Under Item 42.05, delete "cuts where they are more than 2.5 m deep" from the second line of paragraph and replace with "cuts where they are more than 15 m deep".

Under Item 42.05, delete "where the cut is widened by less than 4 m." from the last line of first paragraph and replace with "where the cut is widened by less than 20 m."

Under Item 42.05, delete "where the cut exceeds 2.5 m in depth and is widened by less than 4 m." from the last line of last paragraph and replace with "where the cut exceeds 15 m in depth and is widened by less than 20 m."

DIVISION 4300 BORROW MATERIALS

4307 MEASUREMENT AND PAYMENT

Under Item 43.02, add the following at the end of second paragraph:

"The tendered rates shall also include overhead up to 10 km and include costs for finish off, of borrow area as per item 43.03.

Tube Nimitz Road - Phase 1 (km 54+000)
Southern Sudan

DIVISION 4400 - EMBANKMENT CONSTRUCTION

4405 CONSTRUCTION REQUIREMENTS FOR EMBANKMENTS

Add the following at the end of paragraph (e) Compaction:

"Imported or cut to fill material, placed within 600mm of the proposed formation level, shall be compacted at not more than 2% above optimum moisture content in accordance with AASHTO T180 4.5 kg hammer compaction shall a minimum of 95% of maximum dry density of AASHTO T180.

Maximum compacted thickness of layers shall be 200mm. Within the top 150mm of final formation level, any imported fill material shall have a soaked CBR value of 15%. To achieve the target CBR values, this may require the use of cement or lime stabilization techniques. See division 4600: Stabilization.

4406 MEASUREMENT AND PAYMENT

Delete Item 44.01 title "Widening of fills as specified in sub clause 4405 extra over" and replace with "Construction of Embankment fill as specified in sub clause 4400 extra over".

4600 STABILIZATION

Due to the higher rate of gain strength of cement over lime, and the faster curing period, reducing delays in closed road sections, cement should be used for the stabilization process so that traffic can be routed over the completed pavement as soon as possible.

Clause 4602 MATERIALS

Under Paragraph (a) Material to be Stabilized, add the following.

Subbase

Shall have a minimum uniformity coefficient of 5, and a Plasticity Index maximum of 20. A typical Subbase Particle Size Distribution curve is shown below:

BS Sieve Size (mm)	Percentage By mass of Total Aggregate passing BS Test Sieve
50mm	100
37.5mm	80-100
20mm	60-100
5mm	30-100
1.18mm	17-75
300um	9-50
75um	5-25

The Subbase material shall be stabilized to a maximum of 3% by weight of cement. The optimum moisture content and the maximum dry density for mixtures of soil plus stabilizer

Juba-Nimule Road - Package 1: (km 0+000 to km 55+000)
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is determined in accordance with BS1924 (1990). The specimens should be compacted as soon as mixing is complete. Delays of the order of 2 hours occur in practice, and changes taking place within the mixed material result in changes to their compaction characteristics.

To determine the sensitivity of the stabilized materials to delays in compaction, another set of results must be conducted after 2 hours has elapsed since the completion of mixing.

Samples for strength tests should also be mixed and left for 2 hours before being compacted into 150mm cube moulds at 97% of the of the maximum dry density obtained, after the similar 2 hour delay, in the BS Heavy Compaction Test 4.5kg hammer. These samples are then moist cured for 7 days and soaked for 7 days in accordance with BS 1924.

The specimens shall be moist cured for 7 days by wrapping in cling film and sealed in a polythene bags for a period of 7 days, followed by 7 days soaking in a curing tank, both at 25 degrees celcius.

At 14 days the samples are crushed and have an Unconfined Compressive strength value of between 0.75 -1.5Mpa.

The CBR value of the stabilized subbase material at 14 days should be greater than 70%.

Base

Shall have a minimum uniformity coefficient of 5, and a Plasticity Index maximum of 20. A typical Base Particle Size Distribution curve is shown below. The material may require screening and/ or blending at the source to achieve the grading envelope.

BS Sieve Size (mm)	Percentage By mass of Total Aggregate passing BS Test Sieve
50mm	100
37.5mm	80-100
20mm	60-90
5mm	30-65
1.18mm	20-50
425um	10-30
75um	5-15

shall be stabilized to a maximum of 5% by weight of cement. The optimum moisture content and the maximum dry density for mixtures of soil plus stabilizer is determined in accordance with BS1924 (1990). The specimens should be compacted as soon as mixing is complete. Delays of the order of 2 hours occur in practice, and changes taking place within the mixed material result in changes to their compaction characteristics.

To determine the sensitivity of the stabilized materials to delays in compaction, another set

Juba-Jimule Road - Package 1 (1000 to 55+000)
Southern Sudan

of results must be conducted after 2 hours has elapsed since the completion of mixing.

Samples for strength tests should also be mixed and left for 2 hours before being compacted into 300mm cube moulds at 97% of the of the maximum dry density obtained, after the similar 2 hour delay, in the BS Heavy Compaction Test 4.5kg hammer. These samples are then moist cured for 7 days and soaked for 7 days in accordance with BS 1924.

The specimens shall be moist cured for 7 days by wrapping in cling film and sealed in a polythene bags for a period of 7 days, followed by 7 days soaking in a curing tank, both at 25 degrees celcius.

At 14 days the Base materials are crushed and have an Unconfined Compressive strength value of between 1.5-3.0Mpa.

The CBR value of the stabilized Base material at 14 days should be greater than 100%.

Clause 4602(b)

Under paragraph (b) "Chemical-Stabilizing Agents" remove paragraph (i) Road Lime and its contents.

DIVISION 4600 - STABILIZATION

4603 CHEMICAL STABILIZATION

Clause 4603 (c) Mixing of Stabilized Agent.

Under paragraph (c) "Mixing in of stabilizing agent", delete the word "grader" from the first line of second paragraph.

Add the following at the end of paragraph (c):

"Whenever sub-grade, sub-base and base materials require stabilization, mixing of stabilizing agent can be carried out in-situ using Rota-vator equipment.

Clause 4603 (d) Watering

Add the following at the end of paragraph (d)

The Stabilized Mixtures subbase and base shall be watered to a moisture content within the range of optimum m/c, +1%/-2%, as determined by the BS1924, using the BS Heavy rammer 4.5Kg.

Clause 4603 (e) Compaction.

The Sub-base and base layers shall be compacted in maximum 200mm layers and minimum layers of 100mm, and shall achieve a 97% relative compaction from the OMC/MDD curve using the 4.5Kg rammer.

If any finished layer thickness greater than 200mm is required, then the material shall be laid in two separate layers.

Clause 4603 (g) Curing of Stabilized Work

Under paragraph (g) "Curing of Stabilized Work", delete sub-paragraphs (1), (2) and (5).
After achievement of the required compaction of treated sub-base and base course, curing

Table 4600 Road - Package 1: (km 0+000 to km 55+000)
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will be provided for each layer by means of applying an appropriate curing compound as approved by the Engineer.

Application shall be made in quantities and procedures in accordance to the approved product specification. On top of the treated base surface after the curing compound material has been applied, any excess curing agent shall be cleared out of the surface prior to application of the bituminous prime coat.

The cost of any curing compound material (MC 3000 or equivalent) and/or sand application, as well as river sand spreading, or clearing out the surface, if applicable, shall be considered within the unit rate for Treatment of the base

Clause 4603 (h) Construction Limitations.

Under paragraph (h) "Construction Limitations", delete "8 hours" in the first row of Table 4600/1, and replace with "2 hours".

SERIES 5000 - SUBBASE, ROAD BASE AND GRAVEL WEARING COURSE

DIVISION 5100 - SUB-BASES

5107 CONSTRUCTION REQUIREMENTS.

See 4600 Stabilization

5111 CONSTRUCTION TOLERANCES

In paragraph (a) levels remove the +/- 25mm and replace with 15mm. In paragraph (c) Thickness replace the 27mm and replace with -15mm. Remove the sentence Starting Isolated spots.....tolerance.

DIVISION 5200 - ROAD BASES

5205 MATERIAL REQUIREMENTS FOR NATURALLY OCCURRING GRANULAR MATERIALS, BOULDERS, WEATHERED ROCK

See 4600 Stabilization

5206 MATERIAL REQUIREMENTS FOR DENSE BITUMEN MACADAM

Delete Sub-Division 5206 in its entirety.

5207 MATERIAL REQUIREMENTS FOR MIXED BITUMEN MACADAM

Delete Sub-Division 5207 in its entirety.

5211 MATERIAL REQUIREMENTS FOR MIXED BITUMEN MACADAM

Delete Sub-Division 5207 in its entirety.

5210 CONSTRUCTION REQUIREMENTS FOR DENSE BITUMEN MACADAM ROAD BASE

Delete Sub-Division 5210 in its entirety.

5211 CONSTRUCTION TOLERANCES (BASE LAYER CONSTRUCTION)

In paragraph (a) level and grade, replace the +/- 20mm with +/- 10mm. Remove Isolated spots.....tolerance. Paragraph (c) Thickness replace 27mm with, minus 10mm. Remove

Juba-Nimule Road - Package 1: (km 0+000 to km 55+000)
Southern Sudan

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the sentence Isolated spots.....tolerance.

5212 MEASUREMENT AND PAYMENT.

Under Item 52.01 paragraph (a), delete subparagraphs (i) and (ii) in its entirety.

Under Item 52.01, delete paragraph (c) in its entirety.

Under Item 52.04, delete paragraph 3. Dense Bitumen Macadam base in its entirety.

Under Item 52.12, delete paragraph (c) in its entirety.

DIVISION 5300 - BREAKING UP EXISTING PAYMENT LAYERS

5307 MEASUREMENT AND PAYMENT

Delete Items 53.01, 53.02, 53.04, and 53.05 in its entirety.

SERIES 6000 - BITUMINOUS SURFACINGS AND ROAD BASES

DIVISION 6100 - BITUMINOUS PRIME COAT

6113 MEASUREMENT AND PAYMENT

Delete Item 61.01 in its entirety and replace with the following:

"The unit of measurement shall be the m² measured at spraying temperature and sprayed as required. The tendered rate shall include full compensation for supplying the priming material, cleaning and watering the layer to be primed; applying the priming material and maintaining the printed surface as specified."

DIVISION 6300A - SURFACE TREATMENTS: MATERIALS AND GENERAL REQUIREMENTS

63A02 MATERIALS

Under paragraph (a) Bituminous Binders, delete subparagraph (ii) Non-homogeneous (heterogeneous) Modified Bituminous Binders (Summer grade) in its entirety.

DIVISION 6300D - TRIPLE SEAL SURFACE TREATMENT

Delete Division 6300D in its entirety.

DIVISION 6300E - SINGLE SURFACE TREATMENT WITH SLURRY (CAPE SEAL)

Delete Division 6300E in its entirety.

DIVISION 6400 - BITUMINOUS ROAD BASES AND SURFACING

Delete

DIVISION 6700 - SURFACING OF BRIDGE DECKS

Delete Division 6700 in its entirety.

DIVISION 6800 - TREATMENT OF CERTAIN DEFECTS IN EXISTING BITUMINOUS SURFACING

Delete Division 6800 in its entirety.

DIVISION 6900 - BITUMINOUS ROAD-MIX SURFACING

Julia Airport Road - Package 1: (km 0+000 to km 55+000)

Southern Sudan

Section V:

Technical Specifications

Delete Division 6900 in its entirety.

SERIES 7000 - RIGID PAVEMENTS

DIVISION 7100 - RIGID (CONCRETE) PAVEMENT

7102 MATERIAL FOR CONCRETE

Under paragraph (f)(i) "Proportions", delete third paragraph in its entirety and replace with the following:

"Concrete Strength - the mix will be designed to produce concrete with a minimum job average compressive strength of 30 MPa at 28 days.

SERIES 8000 - STRUCTURES

DIVISION 8100 - FOUNDATIONS FOR STRUCTURES

8102 MATERIALS

Delete paragraphs (f), (g), (h), (i) and (j) in its entirety.

8113 FOUNDATION PILING

Delete Sub-Division 8113 in its entirety.

8114 CAISSONS

Delete Sub-Division 8114 in its entirety.

8115 MEASUREMENT AND PAYMENT

Delete Items 81.10 to 81.51 in its entirety.

DIVISION 8600 - PRESTRESSING

Delete Division 8600 in its entirety.

DIVISION 8700 - BRIDGE BEARINGS... PARAPETS, RAILINGS, SIDEWALKS, NO-FINES CONCRETE, WATER PROOFING AND DRAINAGE FOR STRUCTURES

8702 BRIDGE BEARINGS

Delete Sub-Division 8702 in its entirety.

8703 BRIDGE PARAPETS, RAILINGS AND SIDEWALKS

Delete paragraphs (a), (b), (c), (d) and (e) in its entirety.

8707 MEASUREMENT AND PAYMENT

Delete Items 87.01 to 87.08 in its entirety.

DIVISION 8800 - STRUCTURAL STEEL WORK

Delete Division 8800 in its entirety.

DIVISION T8000 - CONSTRUCTION TOLERANCES FOR STRUCTURES

T8003 TOLERANCES

1000 Mile Road - Package 1000
Southern Sudan

Technical Specifications

Delete paragraphs (e), (g), (i), (j) and (k) in its entirety.

SERIES 9000 - ANCILLARY WORKS

DIVISION 9400 - ROAD SIGNS

9409 MEASUREMENT AND PAYMENT

Under Item 94.01:

Delete "...square meter (m²)" from paragraphs (a) and (b) and replace with "...number (no.)"

Delete the first paragraph in its entirety and replace with "The unit of measurement shall be in numbers (no.)".

DIVISION 9700 - PAINTING OF STEEL

Delete Division 9700 in its entirety.

SERIES 10000 - TESTING MATERIALS AND WORKMANSHIP

SECTION 10100 - STANDARD AND TESTING

10109 TESTING TAR, BITUMEN AND ASPHALT

Delete Sub-Section 10109 in its entirety.

10111 TESTS ON PAVEMENTS

Delete Sub-Section 10111 in its entirety.

10112 STRUCTURAL TESTS

Delete Sub-Section 10112 in its entirety.

10113 TESTS ON SILICONE SEALANTS

Delete Sub-Section 10113 in its entirety.

10114 TESTS ON GEOTEXTILES AND GEOTEXTILES-SOIL COMPATIBILITY TESTS

Delete Sub-Section 10114 in its entirety.

10117 MEASUREMENT AND PAYMENT

Delete Items 101.01 and 101.03 in its entirety.

Add the following new Item 101.04

"No payment shall be made for standard and testing unless otherwise specified in the Contract Standard and testing shall be a subsidiary obligation of the Contractor. See subdivision 1103(b)."

Delete Figures 10100/1 to 10100/11.

SECTION 10200 - QUALITY CONTROL (SCHEME 1)

Add a new Sub-Section 10212 "Measurement and Payment"

Libra - Juba Road - Package 1: (km 0+000 to km 55+000)
Southern Sudan

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Technical Specifications

"10212 MEASUREMENT AND PAYMENT

Refer to General Conditions of Contract and Conditions of Particular Application with regards to Quality Control procedures and requirements. No payment shall be made for Contractor Quality Control. Contractor Quality Control shall be a subsidiary obligation of the Contractor. See subdivision 1103(b)."

SECTION 10300 - QUALITY CONTROL (SCHEME 2)

10305 PROCEDURES

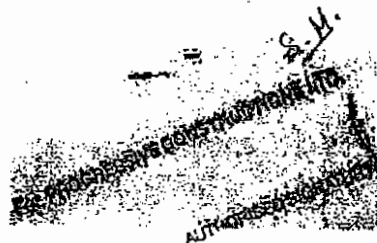
Delete paragraph (e) Binder content of asphalt in its entirety.

Add a new Sub-Section 10310 "Measurement and Payment"

"10310 MEASUREMENT AND PAYMENT

Refer to General Conditions of Contract and Conditions of Particular Application with regards to Quality Control procedures and requirements. No payment shall be made for Contractor Quality Control. Contractor Quality Control shall be a subsidiary obligation of the Contractor. See subdivision 1103(b)."

WLB



SECTION VIII

THE SPECIFICATIONS

Juba, Sudan
Southern Sudan

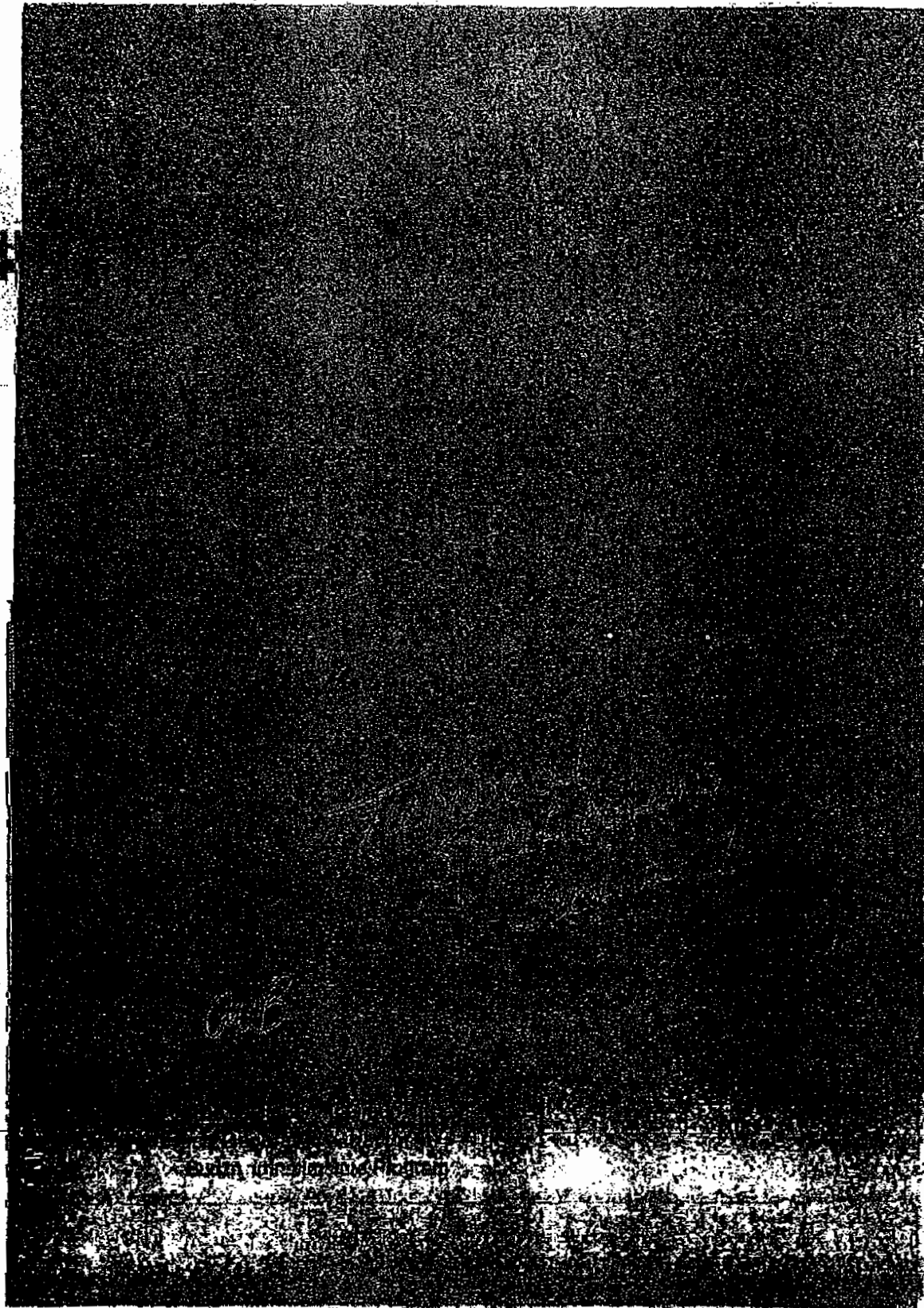
Technical Specifications

TECHNICAL SPECIFICATIONS

The Technical Specifications are:
Standard Technical Specifications
For Highway Works – 2006
Ministry of Roads and Transport
Government of Southern Sudan
as amended herein.

An Electronic Copy of

The Standard Technical Specifications for Highway Works – 2006 is provided with these Contract Documents.



SECTION IX

THE PRICED BILL OF QUANTITIES

Subtotal Division 988:						
General						
Division 988 Accommodation, Services, and Attendance for the Engineer's Staff						
P1-1400-01	Providing and Maintaining of Office Accommodation for Engineer's Staff	month	15	45,000.00	Fifty Five Thousand	675,000.00
P1-1400-02	Providing and Maintaining of Housing Accommodation for Engineer's Staff	month	15	72,000.00	Seventy Two Thousand	1,080,000.00
P1-1405-01	Providing and Maintenance of four (4) Vehicles - Hard-top Toyota type (2.8 liter engine) or equivalent for 3 passengers, 3-door slide 3-door each in the rear, and two (driver and driver's companion front seats) - with Driver	3,000km month	60	6,000.00	Six Thousand Six Hundred & Fifty	329,600.00
Division 1700 Overhaul						
P1-1700-01	Healing of borrow material in excess of 10cm thickness	m ² /km	500,000	1.44	One Poid Four Four	144,000.00
Division 9900 Rehabilitation						
P1-1900-01	Modification as per Schedule	L.S.	1	1,800,000.00	One Million Eight Hundred Thousand	1,800,000.00
Division 1900 Security Services						
P1-1905-01	Security Services as per Schedule	L.S.	1	1,000,000.00	One Million & Eighty Thousands	1,080,000.00
Series 9900 Subtotal:						
Division 2100 Clearing and Grubbing						
P1-2100-01	Clearing and Grubbing	ha	43	2,800.00	Two Thousand Eight Hundred	123,840.00
P1-2102-02	Top Soil Striping to any depth and storage in designated areas by the Engineer	ha	43	8,000.00	Eight Thousand	347,600.00
Division 2200 Demolition, Removal, Disposal or Storage of Existing Structures and Installations						
P1-2203-01	Demolition and Removal of Existing Structures and Installations (concrete structures, temporary structures, war debris, old fuel oil vehicles, etc) and disposal of one of the Right of Way or as directed by the Engineer	m ²	138.00	80.00	Eighty	11,700.00
Division 2300 Sub-total:						
Series 2300 - Drainage						
Division 2100 Drainage						
P1-2100-00	Open side ditches as per drawings for all type of excavation material at any depth	m				
P1-2100-01	in	m ²	282	2.7	Two Thousand Eight Hundred	761.40
P1-2100-02	in Rock Excavation (by mechanical means or using explosives)	m ²	64	84.8	Sixty Four Poid Eight	6,031.20
Division 3200 Culverts and Appurtenances						
P1-3200-01	Construction of RC pipe culverts as per AASHTO or equivalent with each pipe having an internal diameter of 0.90m, granular bedding, jointing, Class B Stone Masonry head walls, back filling, compaction and inclusive of painting at bed level, earth work in excavation of trenching complete as per drawings, detailed specifications or as directed by the Engineer	m	1154	1,440.00	One Thousand Four Hundred & Forty	1,661,760.00
P1-3200-02	Construction of RC pipe culverts as per AASHTO or equivalent with each pipe having an internal diameter of 1.20m, granular bedding, jointing, Class B Stone Masonry head walls, back filling, compaction and inclusive of painting at bed level, earth work in excavation of trenching complete as per drawings, detailed specifications or as directed by the Engineer	m	818	1,800.00	One Thousand Eight Hundred	1,484,800.00
Division 3400 Paving, Bituminous, and Gravel Protection						
P1-3400-02	Gravel Stone Paving at Bridge and Culvert approaches or for open drains	m ²	3,617	72.00	Seventy Two	260,244.00
Series 3400 Subtotal:						
Series 6000 - Earthworks						
Division 4100 Preparation of Road Bed and Protection of Earthworks						
P1-4100-01	Preparation of Road Bed and Protection of Earthworks	m ²	94,782	1.34	One Poid Four Four	122,957.28
P1-4100-02	Excavation and disposal of Unstable Material up to thickness of 1.50m	m ²	18,000	4.4	Four Poid Four	87,200.00
Division 4200 Excavation in Cut						

			m ²	82,180			
			m ²	294,218			
			m ²	191,232			
			Tn	14,454			
Series 6999 Subtotal:							
	Sub-Grade						
	P1-5100-01	Capping layer with natural granular material to a Minimum CBR of 5 to 7%, top 125mm of 7 months Level, variable to FFL, average 100mm	m ²	62,502	18.00	Eighteen	1,125,036.00
Division 5100 Sub-Base							
	P1-5100-02	Current Stabilized Natural Granular Sub-base as per Division 4000, 4603 (d) to a minimum CBR 30%, 300mm thick, compacted up to 3%	m ²	124,852	16.8	Seventeen Point Eight	2,077,093.60
Division 5200 Base Course							
	P1-5200-03	Current Stabilized Base Course as per Division 4000, 4603 (d) to reach minimum CBR 80%, 300mm thick, compacted up to 3%	m ²	168,852	21.8	Twenty One Point Eight	3,680,723.20
Series 5400 Subtotal:							
Series 6999 - Bituminous Surfacing and Road Bases							
Division 6100 Bituminous Prime Coat							
	P1-6100-01	Prime Coat as contingency including shoulder @ a rate of 8.4 l/m ²	Units	465,000	1.44	One point Four Four	712,000.00
Division 6300 Bituminous Binder Course							
	P1-6300-01	First Layer Bituminous Binder @ rate of 1.4 l/m ²	m ²	170,770	2.34	Two Point Thirty Four	1,003,501.80
	P1-6300-02	Second Layer Bituminous Binder @ rate of 0.7 l/m ²	m ²	288,500	1.35	One Point Thirty Five	365,225.00
Division 6300C Aggregate (Chips)							
	P1-6300C-01	First Aggregate Layer (Main chip)	m ²	7,700	160.00	One Hundred Sixty	1,232,000.00
	P1-6300C-02	Second Aggregate Layer (7 mm chip)	m ²	2,650	160.00	One Hundred Sixty	424,000.00
Series 6400 Subtotal							
Series 7000 - Right Pavements							
Division 7100 Right (Concrete) Pavement							
	P1-7100-01	Concrete Pavement 30 MPa with dowels (20mm diameter) with track, induce	m ²	110	540.00	Five Hundred Forty	59,400.00
Series 7000 Subtotal							
Series 8000 - Ancillary Works							
Division 8200 Delineation, Markers and Kilometer Posts							
	P1-8200-01	Kilometer Posts	each	50	54.00	Fifty Four	2,700.00
	P1-8200-02	Concrete Posts	each	850	65.00	Eighty	55,000.00
Division 8400 Road Signs							
	P1-8400-01	Road Signs - Constructed from Area not exceeding 2 m ²	each	114	270.00	Two Hundred Seventy	30,780.00
	P1-8400-02	Road Signs - Constructed from Area exceeding 2 m ² up to 10 m ²	each	2	900.00	Two Hundred	1,800.00
Division 8400 Road Traffic Markings and Road Works							
	P1-8500-01	Road Marking	m ²	18,350.00	14.48	Fourteen Point Four	277,300.00
Provisional Sum							
	PS	Provisional Sum	L8	1	500,000.00	Five Hundred Thousand	
TOTAL BID PRICE (4000 - IN POUNDS)							
7.2% Rebate							
Total Less Rebate							
TOTAL BID PRICE (IN POUNDS):							

SECTION X
DRAWINGS
(see VOL 2 of 2)

SECTION XI

ALL OTHER DOCUMENTS

FORMING PART OF THE

CONTRACT

LBG EMAIL, 24 MARCH 2009

Kara Dixon

From: Kara Dixon [kdixon@sisp-sudan.com]
Sent: March 24, 2009 8:30 AM
To: Kara Dixon; ckapernick@sisp-sudan.com (ckapernick@sisp-sudan.com);
sserkson@hotmail.com
Subject: Clarification Meeting Minutes
Attachments: Tender Clarification 23 Mar 09.pdf

All, I have attached the clarification meeting minutes of yesterday with Progressive Construction Ltd.

Kara

Kara P. Dixon

Contracts/Procurement Manager

The Louis Berger Group, Inc

Sudan Infrastructure Services Project (SISP)

Cell: +256-4772-48507

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0026

8.11
PROGRESSIVE CONSTRUCTION LTD
ADVISED BY EMAIL

The Louis Berger Group, Inc.
Sudan Infrastructure Services Project

Tender Clarification, Mtg Minutes

JN Road IFB LBG/SISP 029-3-008, Packages 1 and 2

Progressive Construction Ltd.

23 March 2009, 1430hrs

A second Tender clarification meeting was held today between LBG and Progressive Ltd in response to Progressive's Tender package submitted on 26 Jan 09. The first was held on 04 Feb 09. Those in attendance were: Mr. Dave Little (LBG/COP); Mr. Craig Kapernick (LBG/TO2 Manager); Mr. Sekson Lapcharoensin (LBG/TO 2 Site Engineer); Ms. Kara P. Dixon (Contracts/Procurement Manager) and Mr. S. Raveendranath Tagore (Progressive Constr. Ltd/Project Manager).

Mr. Little asked that Progressive meet with LBG and be prepared to discuss the following:

1. Revised schedules 1 and 2 for both packages showing what equipment and staff are to support each road section. Tenders showed identical equipment and staff on both roads. As both will run concurrently each road must be resourced to be self sufficient. Exceptions could be that a Project Director, if planned for, could be common to both projects. Likewise, a crusher could service both projects if of sufficient capacity.
2. Breakdown of all Lump Sum Items as required by CI 57.2 of General Conditions of Contract; ie BOQ Items 921-01, 1800-01, 1905-01,
3. The balance of the Detailed Price Analysis -Pay Item sheets for BOQ Items 900-01, 1400-01, 1400-02, 1405-01, 1700-01, 2100-01, 2102-02, 2203-01, 3100-01, 3100-02, 3200-01, 3200-02, 3400-02, 4100-01, 4100-02, 4200-01, 4200-02, 4600-01, 6300B-02, 7100-01, 9200-01, 9200-02, 9400-01, 9400-02 for both packages.
4. Details of Items you intend to provide to the Engineer, namely: Engineer's Laboratory Office (CI 37.6.5 of Conditions of Particular Application), Engineer's Laboratory and Laboratory Equipment (Spec CI 931), Engineer's Office and Housing Accommodation (Spec CI 1401, 1402, 1403), Engineer's Services (Spec CI 1404) and Engineer's Vehicles (Spec CI 1405). Details will include specifications, brochures, plans, sketches and the like.
5. Details of your proposed GOSS certified Security Provider (Spec CI 1901).

The results of the second clarification meeting were as follows:

1. Separate staffing and equipment lists were previously submitted for both Packages 1 and 2;
2. PCL will submit a breakdown of all lump sum items by email no later than 28 March 09.
3. Same as above
4. Submitted this info today; LBG will verify company/products via internet website
5. PCL will utilize REED as their proposed security provider (listed under Spec CI 1901) or Warrior as an approved GOSS provider.
6. Various:

-PCL advised that they intend to place their own crusher somewhere near Gordon Hill and probably purchase aggregates from the Section 3 contractor's crusher. They intend to test rock from Gordon Hill excavation once they are on site.

The LA

Tendering

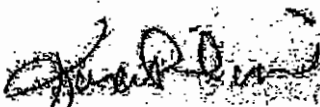
U. for

- 17 Feb 2009


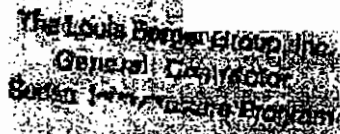
PCL - 17 Feb 2009


PCL - 17 Feb 2009

-PCL proposed to use either Torora or Hima cement manufactured near Kampala, Uganda
-PCL proposed to submit works programs in accordance with the contract.
-PCL has already identified a house in Juba for their temporary accommodations and office.
-Dave Little advised PCL of the approximate anticipated timing of award, ie, LOA and Agreement to be executed in the first or second week of April, nominating a start date on/around 22 April 2009.


Kara P. Dixon, Contracts/Procurement Mgr-SISP

Louis Berger Group



The Louis Berger Group, Inc.
General Contractor
Sudan 1994-2009



The Louis Berger Group, Inc.
General Contractor
Sudan 1994-2009

PCL EMAIL, 07 FEBRUARY 2009

From: pm.kosti@progressiveconstructions.com]
Sent: Sunday, February 07, 2009 10:43 AM
To: kara.dixon@progressiveconstructions.com; gm.sudan@progressiveconstructions.com; tenders.ny@progressiveconstructions.com
Subject: RE: Bid Clarifications-JN Road IFB LBG/SISP 029-3-008--Progressive Construction Ltd.
Attachments: Schedule -2 for 2nd Package-final.doc

Dear Madam

As per discussions with your good selves on 04/02/09 at LBI conference hall in JUBA regarding bid clarifications of JUBA- NIMULE road work, I am sending following clarifications through mail.

1. We will comply the sub contracting conditions specified in sub clause 4.1 and sub clause 4.2 of conditions of particular applications.
2. We are assuring you for submission of revised construction programme by considering total period of project as 548 days from the date of Commencement.
3. We are clarifying you that rebate offered to total bid price was unconditional.
4. We are assuring you that we will deploy separate key personnel separately for each package. Key personnel will be deployed as per requirement based on the construction programme. Tentative key list of key personnel to be deployed for package. It has attached with this mail. The key personnel list submitted along with bidding documents will be deployed for package 1.

Tagore

From: Kara Dixon [mailto:kdixon@sisp-sudan.com]
Sent: Monday, February 02, 2009 8:28 AM
To: 'tagore'
Subject: RE: Bid Clarifications-JN Road IFB LBG/SISP 029-3-008--Progressive Construction Ltd.

We need to speak to you regarding your Subcontracting plan.

Kara

From: tagore [mailto:pm.kosti@progressiveconstructions.com]
Sent: Sunday, February 01, 2009 6:47 PM
To: kdixon@sisp-sudan.com
Cc: cgm.bd@progressiveconstructions.com; gm.sudan@progressiveconstructions.com
Subject: RE: Bid Clarifications-JN Road IFB LBG/SISP 029-3-008--Progressive Construction Ltd.

The Local Market Group, Inc.
Civil & Mechanical Contractors
200 N. 1st St. Suite 100
Juba, Sudan

1. For submission of revised construction programme

2. For submission of key personnel list

Dear Sir

Please let us know what type of clarifications you want, so that we can prepared before came to Juba.

Tagore

From: CH S GOPAL [mailto:cgm.bd@progressiveconstructions.com]
Sent: Saturday, January 31, 2009 4:55 PM
To: gm.sudan@progressiveconstructions.com; 'tagore'; rtagore2000@yahoo.co.in
Cc: tenders.hyd@progressiveconstructions.com; cmd@progressive.co.in; kavuru@live.in; pa.delhi@kavuru.org.in;
'PA.HYD'
Subject: FW: Bid Clarifications-JN Road IFB LBG/SISP 029-3-008--Progressive Construction Ltd.

From: Kara Dixon [mailto:kdixon@slsp-sudan.com]
Sent: Saturday, January 31, 2009 6:24 PM
To: cgm.bd@progressiveconstructions.com; finance.sudan@progressiveconstructions.com;
gm.kosti@progressiveconstruction.com
Cc: 'Bailey, Andy'; 'francisco epp'; klande@louisberger.com; 'Romeo Acedilla'; ckapernick@slsp-sudan.com
Subject: Bid Clarifications-JN Road IFB LBG/SISP 029-3-008--Progressive Construction Ltd.

Dear Sirs,

LBG would like to meet with your firm on 4 February 2009, 1000 hrs. in our offices (Hi Cinema, Juba, Southern Sudan). We would like to clarify several elements of your bid, which was submitted on 26 Jan 2009 and in response to JN Road IFB LBG/SISP 029-3-008. Please confirm by email if you are able to meet with us.

Respectfully,

Kara P. Dixon
Contracts/Procurement Manager
The Louis Berger Group, Inc
Sudan Infrastructure Services Project (SISP)
Cell: +256-4772-48507

The Louis Berger Group, Inc.
General Contractor
Sudan Infrastructure Services Project

THE BID, 26 JANUARY 2009

PROGRESSIVE CONSTRUCTIONS LTD.,

ORIGINAL

**BID DOCUMENTS
FOR
JUBA - NIMULE ROAD
PACKAGE 1
KM. 0+000 TO KM. 55+000**

Q/B

Handwritten notes:
26.1.09
16.19 hrs
Bid opened

Handwritten notes:
26 JAN 09
16.19 hrs
Bid opened

Handwritten notes:
26.1.09
16.19 hrs
Bid opened

PROGRESSIVE CONSTRUCTIONS LIMITED

INDEX

Sl. No.	Schedule No.	Description	Reference
1		EMD Bid Security	
2.		Power of Attorney	
3		Form of Bid	
4		Appendix to Bid	
5		Bill of Quantities	
6	Schedule-1	Major Items of Construction Plant	
7	Schedule -2	Key Personnel	
8	Schedule - 3	Sub Contractors	
9	Schedule-4	Construction Program and Method Statement - Preamble	
10	Schedule - 5	Preliminary Plans - Quality Control Plan - Safety and Security Plan - Traffic management Plan - Environmental Management Requirements	
11	Schedule - 5	Interim Payment Schedule	
12	Schedule - 7	Price Analysis of Materials and Incidentals	
13	Schedule - 8	Detailed price Analysis of Pay items	
14		Letters from Insurance and banks	

For Progressive Constructions Ltd.
K. Chandan Mohan
Authorized Signatory

PUNJAB NATIONAL BANK CMO: BANK STREET, HYDERABAD

Controlling Office:

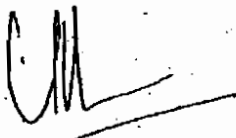
January 23, 2009


The Circle Head
Punjab National Bank
Circle Office
Saeed Plaza
Lakdikapool
HYDERABAD.

This covering letter is issued to be annexed to the Foreign Letter of Guarantee No. 0207FLG000109 dated 23.01.2009 for amount of US-\$ 11,00,000 valid upto 03.07.2009 issued by this office under the Joint signatures of (1) Shri.P.P. Suresh, Chief Manager and (2) Shri.V.S. Rajamannar, Senior Manager.

2.Confirmation of this guarantee, if the same is desired, should be obtained from the controlling office/names above.

Date: 23.01.2009



V.S. RAJAMANNAR
SENIOR MANAGER
GBPA NO.12140

SIGNATURE

P.P. SURESH
CHIEF MANAGER
GBPA NO.16207

Beneficiary's name and address:

The Louis Berger Group INC(LBG)
2445 M Street NW
Washington DC 20037
USA.




The Louis Berger Group Inc.
2445 M Street NW
Washington DC 20037
USA.

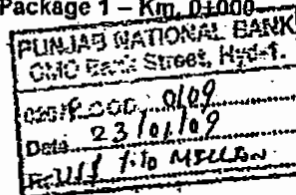


ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH
 No. 23751, 31/12/98
 Purchaser Name P. Kumar & R. Murthy Sribud
 For Whom Progressive Constructors Ltd. & Co.
 R. 769844
 DUS. SRINIVAS RAO
 E.L. No. 23/1958 R.No. 48 206
 12-11-696, Warasiguda,
 SECUNDERABAD

BID SECURITY

Brief Description of Contract: Juba-Nimule Road Package 1 - Km. 0+000 - Km. 55+000

The Louis Berger Group Inc. (LBG)
 2445 M Street NW
 Washington, DC 20037
 USA



We have been informed that Progressive Constructors Limited, 7th Floor, Raghava North Block, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad - 500 001, Andhra Pradesh, India (hereinafter called the 'Principal') is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the 'conditions of invitation', which are set out in a document entitled Instructions to Bidders) require his offer to be supported by a tender security.

Contd..2



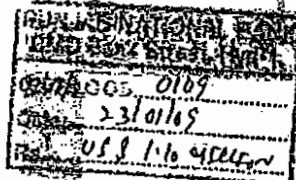
For PUNJAB NATIONAL BANK
 M.O., Bank Street, Hyd-1.

Manager Senior Manager

For Progressive Constructors Ltd. & Co.

K. Chandra Mohan
 Authorized Signatory

PCL 000349



Annexure

Brief Description of Contract: Juba-Nimule Road Package 1 – Km. 0+000 – Km. 55+000

Sub Clause 9.1 to the instructions to the bidders read as follows:

The bidding documents are those stated below and should be read in conjunction with any Addenda Issued in accordance with Clause 4.1.

The Request for Proposal:

Volume 1 of 2

- Section I Instructions to Bidders**
- Section II Bidding Data**
- Section III Part I – General Conditions of Contract.**
- Section IV Part II – Conditions of Particular Application**
- Section V Technical Specifications and Addendum to Specifications.**
- Section VI Form of Bid, Appendix to Bid, and Forms of Bid Security**
- Section VII Bill of Quantities**
- Section VIII Form of Agreement and Form of Performance Security**
- Section IX Schedules of Supplementary Information**
- Section X List of Drawings**

Volume 2 of 2

Sub Clause 9.1 to the general conditions of the contract read as follows



For Endorsement
For Progress on Construction
For Progress on Construction
 REPUBLIC NATIONAL BANK
 Bank Street, Juba
 Senior Manager
R. Charles Hagan
 1140

Sub Clause 10.1 - Performance Security

Delete in its entirety the text of Sub-Clause 10.1 and replace it with the following:

"The Contractor shall provide a performance security for its proper performance of the Contract to the Employer after the receipt of the Letter of Acceptance. Provision of the Performance Security is a condition precedent to the submission of the initial interim Progress Payment. The performance security shall be in the form of: —

- a. an unconditional bank guarantee issued either a by a Bank located in the USA, or by a foreign bank through a correspondent bank located in the USA;
- b. a cash deposit to a named bank account of the Employer; or
- c. a cash deposit to the Employer.

The performance security shall be in the amount as stated in the Appendix to Bid.

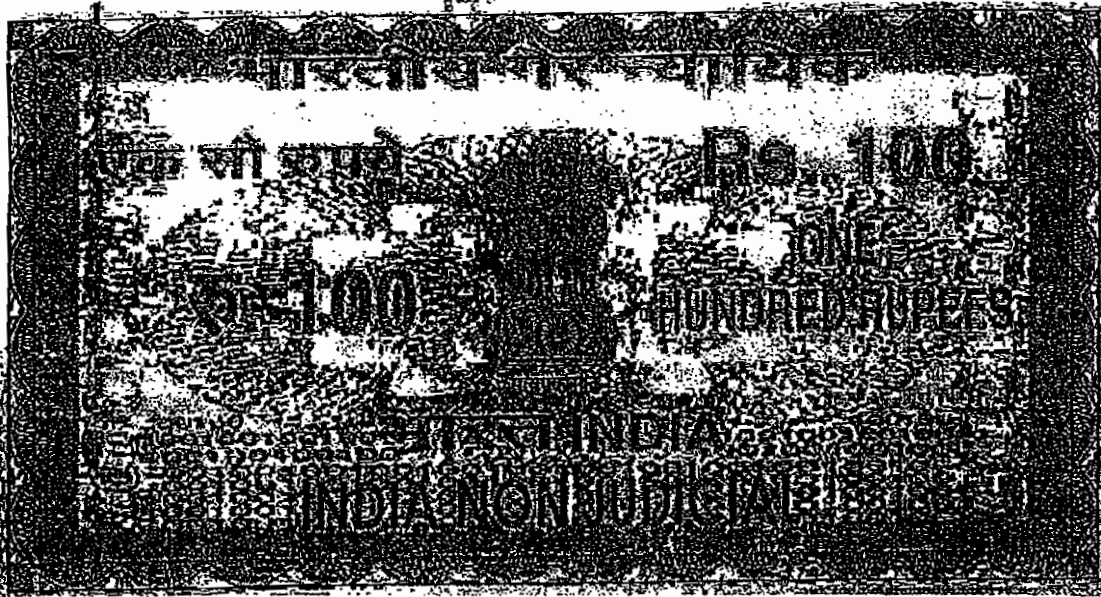
The performance security shall be denominated in currencies in which the Contract Price is payable.

When providing such security directly to the Employer, the Contractor shall notify the Engineer of so doing.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost or as a result of a variation amount, the Contractor, at the written request of the Engineer, shall promptly increase the value of the performance security by an equal percentage."



For PUNJAB NATIONAL BANK
M.O. Bank Street, Hyd
16/2/11
Manager Senior Manager



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 781526

E. VENKATESH

STAMP VENDOR

Lic. No: 65/96 Rtn. No. 12/2008
AMBERPET, HYD.

Sl.No. 274 S. Di. 2009 Rs. 100 = ☒
 Sold to..... K. Ravi Kumar & K. Raju Ach
 For Whom..... Progressive Constructors Ltd
POWER OF ATTORNEY

Be it known to all men that M/s. Progressive Constructors Limited, having its registered office at 7th Floor, Raghava North Block, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad-500 001, Andhra Pradesh, India (hereinafter referred to as "the Company") represented by its Joint Managing Director, Mrs. M. Srivani, W/o. Mr. M.S.R.V.K. Ranga Rao, aged about 37 years, R/o House No. 5-1-109/WW/40, Whisper valley, Hussain Shah wali durgah, Jubilee Hills, Hyderabad - 500008, Andhra Pradesh, India, does hereby appoint:

Mr. K. Chandra Mohan, S/o. K. Satyanarayana, General Manager in the Company, aged about 39 years, resident of Plot 8, Flat F1, AP Press Photo, Grapher Colony, Lotus Pond Road, No 12, Banjara Hills, Hyderabad, A.P, India having a valid Indian Passport bearing No. F 6987353, to be the duly constituted attorney of the Company and to do all acts, deeds and things on behalf of the company in respect of the following work.

Construction of the Juba Nimule Road Package-1: Km. 0+000 to Km. 55+000 and more specifically

1. To sign and submit Tender/Bid Documents, to submit letters and correspondences for the above work, to attend all meetings/discussions with the Employer of the above work, on behalf of the Company.

POA/SP4/Juba/295/2009

(Signature)
 For Progressive Constructors Ltd.
 K. Chandra Mohan
 General Manager

PUNJAB NATIONAL BANK CMO: BANK STREET, HYDERABAD

Controlling Office:

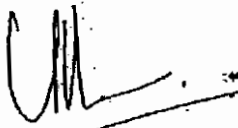
January 23, 2009

The Circle Head
Punjab National Bank
Circle Office
Saeed Plaza
Lakdikapool
HYDERABAD.

This covering letter is issued to be annexed to the Foreign Letter of Guarantee No.0207FLG000109 dated 23.01.2009 for amount of US \$ 11,00,000 valid upto 03.07.2009 issued by this office under the Joint signatures of (1) Shri.P.P. Suresh, Chief Manager and (2) Shri.V.S. Rajamannar, Senior Manager.

2.Confirmation of this guarantee, if the same is desired, should be obtained from the controlling office/names above.

Date: 23.01.2009



V.S. RAJAMANNAR
SENIOR MANAGER
GBPA NO.12140

SIGNATURE

P.P. SURESH
CHIEF MANAGER
GBPA NO.16207

Beneficiary's name and address:

The Louis Berger Group INC(LBG)
2445 M Street NW
Washington DC 20037
USA.

aub



The Louis Berger Group INC
Washington DC 20037
USA



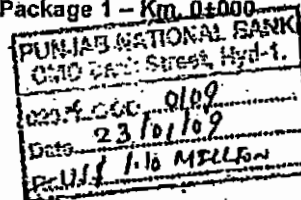
ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH
 పునాది నిర్మాణం -
 Purchaser: P. Kumar & R. Murthy Subbar
 For: Progressive Constructions Ltd. et al.

R. 769844
 AS RAO
 R.No. 66 2091
 12-11-696, Warasiguda,
 SECURERABAB.

BID SECURITY

Brief Description of Contract: Juba-Nimule Road Package 1 - Km. 0+000
 - Km. 55+000

The Louis Berger Group Inc. (LBG)
 2445 M Street NW
 Washington, DC 20037
 USA



We have been informed that Progressive Constructions Limited, 7th Floor, Raghava North Block, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad - 500 001, Andhra Pradesh, India (hereinafter called the 'Principal') is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the 'conditions of invitation', which are set out in a document entitled Instructions to Bidders) require his offer to be supported by a tender security.

Contd. 2



PUNJAB NATIONAL BANK
 100, Bank Street, Hyd.
 Manager
 Senior Manager
 12/40

:2:

At the request of the Principal, we Punjab National Bank 14-1-427, 3rd Floor, Bank Street, Hyderabad - 500 001, Andhra Pradesh, India, hereby Irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of USD. 1.10 Million upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 9.1 of the conditions of the Contract as annexed.
- (d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 10.1 of the conditions of the Contract as annexed.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before 3rd July 2009, when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

"Notwithstanding anything contained hereinbefore:"

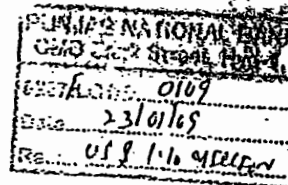
- i) Our Liability under this Bank Guarantee shall not exceed USD 1.10 Millions (Eleven Lakhs US Dollars Only)
- ii) This Bank Guarantee shall be valid upto 03-07-2009.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us as written claim or demand on or before 03-07-2009.

Date: 23-07-2009

The Punjab National Bank Ltd.
Contractor
Punjab National Bank Ltd.

Signature of Beneficiary
Signature of Principal
Signature of Bank





Annexure

Brief Description of Contract: Juba-Nimule Road Package 1 – Km. 0+000 – Km. 55+000

Sub Clause 9.1 to the instructions to the bidders read as follows:

The bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11.

The Request for Proposal

Volume 1 of 2

- Section I Instructions to Bidders
- Section II Bidding Data
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- Section IV Part II – Conditions of Particular Application
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- Section VII Bill of Quantities
- Section VIII Form of Agreement and Form of Performance Security
- Section IX Schedules of Supplementary Information
- Section X List of Drawings

Volume 2 of 2

Sub Clause 9.1 to the general conditions of the contract read as follows



For FUMI NATIONAL BANK
G.M.O., FUMI STREET, ADDIS ABABA
Manager
Senior Manager
11/10

Sub Clause 10.1 - Performance Security

Delete in its entirety the text of Sub-Clause 10.1 and replace it with the following:

"The Contractor shall provide a performance security for its proper performance of the Contract to the Employer after the receipt of the Letter of Acceptance. Provision of the Performance Security is a condition precedent to the submission of the initial interim Progress Payment. The performance security shall be in the form of:

- a. an unconditional bank guarantee issued either by a Bank located in the USA, or by a foreign bank through a correspondent bank located in the USA;
- b. a cash deposit to a named bank account of the Employer; or
- c. a cash deposit to the Employer.

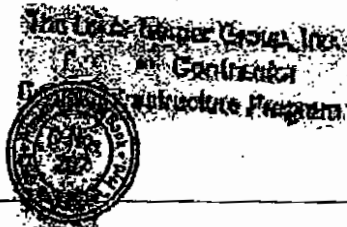
The performance security shall be in the amount as stated in the Appendix to Bid.

The performance security shall be denominated in currencies in which the Contract Price is payable.

When providing such security directly to the Employer, the Contractor shall notify the Engineer of so doing.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost or as a result of a variation amount, the Contractor, at the written request of the Engineer, shall promptly increase the value of the performance security by an equal percentage."

AB



FOR UNION NATIONAL BANK
100 Bank Street, 11/0
Manager
12/40
16207



Date: 25th January 2009

To

The Louis Berger Group Inc. (LBG)
Sudan Infrastructure Services Project (SISP)
Hi Cinema, Hi Malakal, Juba
South Sudan.

Sub: Construction of Juba-Nimule Road Package 1 – Km. 0+000 – Km.
55+000

Sir,

We offer a rebate of 7.2 % (Seven and Two percent only) on
our quoted Amount for the subject work.

Thanking You,

For Progressive Constructions Limited

K. Chandra Mohan

K.Chandra Mohan
(General Manager)

QWB



PROGRESSIVE CONSTRUCTIONS LTD

Branch Office : P.O.Box - 876, Khartoum, SUDAN 11111. Phone +249-15-316-2351, +249-91-732-8377, Fax +249-16-316-2352.

Regd Office 7th Floor, "RAGHAVA NORTH BLOCK" Reghava Raha Towers, Ching Ali Lane, Hyderabad - 500 081 A P INDIA

Phones +91-48-23281410, 2328484/26, Fax +91-48-232846277

E-mail info.khartoum@progressiveconstructions.com, info.hyd@progressiveconstructions.com

2

The Company hereby agrees to ratify and confirm all and whatsoever the said attorney shall do lawfully or cause to be done lawfully by virtue of this Power of Attorney.

This Power of Attorney is executed today the 20th Day of January 2009

The signature of Mr. K.Chandra Mohan is attested below:

K.Chandra Mohan

Attested

For PROGRESSIVE CONSTRUCTIONS LIMITED

(M/Srivani)
Jt Managing Director



This Power of Attorney is being executed on the day, month and year as above mentioned.

POA/SP4/Jydw/295/2009

AWB

For Progressive Constructions Ltd.
K.Chandra Mohan
Authorized Signatory

8-N.

FORM OF BID

Name of Request for Proposal: Juba-Nimule Road Package 1 - 0+000 - 55+000.

Request for Proposal Number: IFB LBG/SISP 029-008

To: The Louis Berger Group Inc. (LBG)
Sudan Infrastructure Services Project (SISP)
Hi Cinema, Hi Malakal, Juba
Southern Sudan

Gentlemen:

1. In accordance with the Conditions of Contract, Specifications, Addendums to the Specifications, Drawings, Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works we, the undersigned, offer to construct and install such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Addendums to the Specifications, Drawings, Bill of Quantities and Addenda for the sum of US\$ 36,649,465.88 (Thirty six million six hundred and forty nine thousands four hundred and sixty five point eighty eight only) *[bidder to insert amounts in numbers and words] (as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the conditions).*
2. We acknowledge that the Appendix forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's Notice To Commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.
4. We agree to abide by this Bid until the date specified in Instructions to Bidders Clause 16 *[Upto 26th May 2009]*, and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

For Dinnressive Constructions Ltd.
K. Chandra Nahan
Authorized Signatory

Juba - Nimule Road - Package 1: (0+000 TO 55+000)
Southern SudanSection 401
Bill of Materials

BILL OF QUANTITIES (BOQ)
JUBA - NIMULE ROAD
CONTRACT PACKAGE No. 01
FROM KM. 0+000 TO KM. 55+000

DIVISION SERIES	Pay Item / Description		Unit	Quantity	Unit Rate (US\$)		Amount (US\$)
					In Figures	In Words	
Series 900 - Reference Manuals							
Division 901	P1-921-01	Providing Reference Manuals	L.S.	1.00	7,200	seven thousand two hundred only	7,200
	P1-900-01	Providing and Maintaining Space and Lab Equipment for the Engineer	month	15.00	45,000	forty five thousands only	675,000
Sub total Division 900 :							
Series 1000 - General							
Division 1400	Accommodation, Services, and Attendance for the Engineer's Staff						
	P1-1400-01	Providing and Maintaining of Office Accommodation for Engineer's Staff	month	15.00	45,000	forty five thousands only	675,000
	P1-1400-02	Providing and Maintaining of Housing Accommodation for Engineer's Staff	month	15.00	72,000	seventy two thousands only	1,080,000
	P1-1405-01	Providing and Maintenance of four (4) Vehicles - Hard Top - Toyota type (2.8 liter minimum) or equivalent for 8 passengers, a two sides - 3 seat each in the rear, and two (driver and driver's companion front seats) - with Driver	3,000 km-month	60.00	5,660	six thousand six hundred and sixty only	339,600
Division 1700	Overhaul						
	P1-1700-01	Hauling of borrow material in excess of 10 km distance	m ³ /Km	100,000.00	1.44	one point four four only	144,000
Division 1800	Mobilization						
	P1-1800-01	Mobilization as per Schedule	L.S.	1.00	1,800,000	one million and eight hundred thousands only	1,800,000
Division 1900	Security Services						
	P1-1905-01	Security Services as per Schedule	L.S.	1.00	1,080,000	one million and eighty thousands only	1,080,000
Series 1000 sub total :							
Division 2100 - Clearing and Grubbing							
	P1-2100-01	Clearing and Grubbing	ha	43	2,860	two thousand eight hundred and sixty only	123,640

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Juba - Road 100+000 to 55+000
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	Excavation to any depth and storage of material as directed by the Engineer	he	43.00	9,000	nine thousand only	367,000
Division 2200	Demolition, Removal, Disposal Or Storage of Existing Structures and Installations					
P1-2203-01	Demolition and Removal of Existing Structures and Obstructions (concrete structures, temporary structures, war debris, old left-out vehicles, etc.) and disposed of out of the Right of Way or as directed by the Engineer.	m ³	130.00	90	ninety only	11,700
Division 2000 Sub-total :						
Series 3000 - Drainage						
Drains						
Division 3100	P1-3100-00 Open side ditches as per Drawings for all type of excavation material at any depth.					
P1-3100-01	a) In Common Excavation	m ³	283.00	2.7	two point seven only	761.4
P1-3100-02	b) In Rock Excavation (by mechanical means or using explosives)	m ³	94.00	64.8	sixty four point eight only	6091.2
Division 3200	Culverts and Appurtenant					
P1-3200-01	Construction of RC pipe culverts as per AASHTO or equivalent with each pipe having an internal diameter of 0.90 m, granular bedding, jointing, Class-B Stone Masonry head walls, back filling, compaction and inclusive of pitching at bed level, earth work in excavation of trenching complete as per drawings, technical specifications or as directed by the Engineer.	lm	1154.00	1440	one thousand four hundred and forty only	1,661,760
P1-3200-02	Construction of RC pipe culverts as per AASHTO or equivalent with each pipe having an internal diameter of 1.20 m, granular bedding, jointing, Class-B Stone Masonry head walls, back filling, compaction and inclusive of pitching at bed level, earth work in excavation of trenching complete as per drawings, technical specifications or as directed by the Engineer.	lm	918.00	1,800	one thousand eight hundred only	1,648,800
Curbing, Channeling, Open Chutes, Downpipes, and Concrete Lining of Open Drains						
Division 3400	Pitching, Stonework, and Erosion Protection					
P1-3400-02	Grouted Stone Pitching at Bridge and Culvert approaches and for open drains	m ³	3017.00	72	seventy two only	217,224
Series 3000 Subtotal :						
Series 4000 - Earthworks						
Division 4100	Preparation of Road Bed and Protection of Earthworks					

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	P1-100-01	Preparation of Road Bed and Protection of Earthwork	m ³	84,782.00	4.28	four point four only	
	P1-100-02	Excavation and disposal of Unsuitable Material up to distance of 1.5 km	m ³	18,000.00	5.4	five point four only	97,200
Division 4200	Excavation in Cut						
	P1-4200-01	Common Excavation	m ³	36,012.00	2.7	two point seven only	97,232.4
	P1-4200-02	Rock Excavation (by mechanical means or using explosives)	m ³	82,160.00	64.8	sixty four point eight only	5,325,264
	No ! Embankment Construction						
	P1-4400-01	Construction of Embankment Fill as specified in Specification Division with Excavated material hauled up to 10 km	m ³	284,216.00	4.95	four point nine five only	1406809.2
	P1-4400-02	Construction of Embankment fill with Borrow	m ³	191,232.00	5.4	five point four only	1032652.8
Division 4600							
	P1-4600-01	Portland Cement for stabilization of sub-base and base courses	Tn	14,454.24	450	four hundred and fifty only	6,504,408
Series 4000 Sub-total :							
	Sub-Grade						
	P1-5100-01	Capping layer with natural granular material to a Minimum CBR of 5 to 7%, top 125 mm of Formation Level, variable to FFL average 100 mm	m ³	82,502.00	18	eighteen only	1,485,036
Division 5100	Sub-bases						
	P1-5100-02	Cement Stabilized Natural Granular Sub-bases as per Division 4600, 4603 (d) to a minimum CBR 30%, 200 mm thick, cement content up to 3%	m ³	124,852.80	19.8	nineteen point eight only	2,472,069.6
Division 5200	Base Course						
	P1-5200-03	Cement stabilized Natural Base Course as per Division 4600, 4603 (d) to reach minimum CBR 80%, 200 mm thick, cement content up to 5%	m ³	116,052.00	21.8	twenty one point six only	2,506,723.2
Series 6000 - Bituminous Surface							
Division 6100	Bituminous Prime Coat						
	P1-6100-01	Prime Coat on carriageway including shoulders @ a rate of 0.9 litre/m ²	Litres	495,000.00	1.44	one point four four only	712,800

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Job - Khartoum Road - Package 1 (0+000 to 55+000)
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Division 6300 B Bituminous Binder Course						
P1-6300B-01	First Layer Bituminous Binder @ rate of 1.4 L/m ²	m ²	770,770.00	2.34	two point three four only	1,803,601.8
P1-6300B-02	Second Layer Bituminous Binder @ rate of 0.7 L/m ²	m ²	269,500.00	1.35	one point three five only	363,825
Division 6300 C Aggregate (Chips)						
P1-6300C-01	First Aggregate Layer (14mm chips)	m ³	7,700.00	160	one hundred and eighty only	1,285,000
P1-6300C-02	Second Aggregate Layer (7 mm chips)	m ³	2,895.00	160	one hundred and eighty only	485,100
Series 6000 sub total						
Series 7000 - Rigid Pavements						
Division 7100 Rigid (Concrete) Pavement						
P1-7100-01	Concrete Pavement 30 Mpa with dowels (20 mm diameter) with crack induce	m ³	110.00	540	five hundred and forty only	59,400
Series 7000 Sub-total :						
Series 9000 - Ancillary Works						
Division 9200 Delineators, Markers and Kilometer Posts						
P1-9200-01	Kilometer Posts	each	55.00	54	fifty four only	2,970
P1-9200-02	Concrete Posts	each	650.00	90	ninety only	68,500
Division 9400 Road Signs						
P1-9400-01	Road Signs - Constructed from : Area not exceeding 2 m ²	each	114.00	270	two hundred and seventy only	30,780
P1-9400-02	Road Signs - Constructed from : Area exceeding 2 m ² up to 10 m ²	each	2.00	900	nine hundred only	1,800
Division 9500 Road Traffic Markings and Road Studs						
P1-9500-01	Road Marking	m ²	18,250.00	14.4	fourteen point four only	277,200

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